

All information contained herein is subject to the Limitation of Liability for Informational Report set forth on the last page hereof.

## Property Detail Report

### Property Information

|                      |                                                     |                          |                                                              |
|----------------------|-----------------------------------------------------|--------------------------|--------------------------------------------------------------|
| <b>Owner(s):</b>     | 18665 Highland Llc                                  | <b>Mailing Address:</b>  | 3630 Virginia Ave, Wayzata, MN 55391-3169                    |
| <b>Owner Phone:</b>  | Unknown                                             | <b>Property Address:</b> | 18665 Highland Ave, Wayzata, MN 55391-3162 - Hennepin County |
| <b>Vesting Type:</b> | Lifetime Couple                                     | <b>Alt. APN:</b>         |                                                              |
| <b>County:</b>       | Hennepin                                            | <b>APN:</b>              | 18-117-22-34-0055                                            |
| <b>Map Coord:</b>    | 117-22-18-SW-SW /                                   | <b>Census Tract:</b>     | 027400                                                       |
| <b>Lot#:</b>         | 17                                                  | <b>Block:</b>            | 4                                                            |
| <b>Subdivision:</b>  | Boyers Deephaven Farm                               | <b>Tract:</b>            |                                                              |
| <b>Legal:</b>        | Lot 017 Block 001 A Boyers Deephaven Farm 100 X 200 |                          |                                                              |

### Property Characteristics

|                    |                   |                             |              |                         |              |
|--------------------|-------------------|-----------------------------|--------------|-------------------------|--------------|
| <b>Use:</b>        | Residential (nec) | <b>Year Built / Eff:</b>    | 1988 /       | <b>SqFt:</b>            | 1490         |
| <b>Zoning:</b>     |                   | <b>Lot Size Ac / Sq Ft:</b> | 0.46 / 20038 | <b># of Units:</b>      | 1            |
| <b>Bedrooms:</b>   | 2                 | <b>Bathrooms (F/H):</b>     | 2 / 1        | <b>Fireplace:</b>       | Y            |
| <b># Rooms:</b>    | 5                 | <b>Quality:</b>             | Average      | <b>Heating:</b>         | Forced Air   |
| <b>Pool:</b>       |                   | <b>Air:</b>                 | Y            | <b>Style:</b>           | Unknown      |
| <b>Stories:</b>    | 1                 | <b>Improvements:</b>        |              | <b>Parking #:</b>       | Attached / 2 |
| <b>Gross Area:</b> | 3794              | <b>Garage Area:</b>         | 814          | <b>Basement Area #:</b> | 298          |

### Sale and Loan Information

|                         |                            |                       |            |                         |  |
|-------------------------|----------------------------|-----------------------|------------|-------------------------|--|
| <b>Sale / Rec Date:</b> | 06/29/2020 / 07/07/2020    | <b>*/Sq. Ft.:</b>     | \$338.93   | <b>2ndMtg:</b>          |  |
| <b>Sale Price:</b>      | \$505,000                  | <b>1st Loan:</b>      |            | <b>Prior Sale Amt:</b>  |  |
| <b>Doc No:</b>          | <a href="#">10808226</a>   | <b>Loan Type:</b>     |            | <b>Prior Sale Date:</b> |  |
| <b>Doc Type:</b>        | Deed                       | <b>Transfer Date:</b> | 07/07/2020 | <b>Prior Doc No:</b>    |  |
| <b>Seller:</b>          | Hanson Verdell C Susan Way | <b>Lender:</b>        |            | <b>Prior Doc Type:</b>  |  |

\*/Sq. Ft. is a calculation of Sale Price divided by Sq. Feet.

### Tax Information

|                        |            |                        |           |                    |           |
|------------------------|------------|------------------------|-----------|--------------------|-----------|
| <b>ImpValue:</b>       | \$306,200  | <b>Exemption Type:</b> |           | <b>Land Value:</b> | \$310,300 |
| <b>Tax Year/ Area:</b> | 2023 / 276 | <b>Total Value:</b>    | \$616,500 | <b>Tax Value:</b>  | \$616,500 |
| <b>Total Tax Amt:</b>  | \$6,729.10 | <b>Improved:</b>       | 50%       |                    |           |

## Transaction History Report

### History Record # 1 : SALE/TRANSFER

|                          |                          |                         |                            |
|--------------------------|--------------------------|-------------------------|----------------------------|
| <b>Buyer:</b>            | 18665 Highland Llc       | <b>Seller:</b>          | Hanson Verdell C Susan Way |
| <b>Transaction Date:</b> | 06/29/2020               | <b>Recording Date:</b>  | 07/07/2020                 |
| <b>Sale Price:</b>       | \$505,000                | <b>Sale Price Type:</b> |                            |
| <b>Recorded Doc #:</b>   | <a href="#">10808226</a> | <b>Title Company:</b>   | Watermark Title Agency     |
| <b>Document Type:</b>    | Deed Transfer            | <b>Vesting Type:</b>    |                            |

### History Record # 2 : FINANCE

|                                 |                                  |                                |           |
|---------------------------------|----------------------------------|--------------------------------|-----------|
| <b>Mortgage Recording Date:</b> | 01/10/2011                       | <b>Mortgage Transfer Type:</b> | Refinance |
| <b>Mortgage Document #:</b>     | <a href="#">9610552</a>          | <b>Mortgage Rate Type:</b>     | Fix       |
| <b>Lender</b>                   | Wells Fargo Bank                 | <b>Mortgage Term:</b>          |           |
| <b>Document Type:</b>           | Trust Deed/Mortgage              | <b>Vesting Type:</b>           | Trust     |
| <b>Loan Amount:</b>             | \$207,400                        | <b>Mortgage Rate:</b>          | 450       |
| <b>Borrower #1:</b>             | Hanson Verdell C & Susan W Trust | <b>Borrower #2:</b>            |           |
| <b>Borrower #3:</b>             |                                  | <b>Borrower #4:</b>            |           |

History Record # 3 : FINANCE

|                                 |                         |                                |                  |
|---------------------------------|-------------------------|--------------------------------|------------------|
| <b>Mortgage Recording Date:</b> | 11/30/1998              | <b>Mortgage Transfer Type:</b> | Refinance        |
| <b>Mortgage Document #:</b>     | <a href="#">7011509</a> | <b>Mortgage Rate Type:</b>     | Fix              |
| <b>Lender</b>                   | Norwest Mortgage Inc    | <b>Mortgage Term:</b>          |                  |
| <b>Document Type:</b>           | Trust Deed/Mortgage     | <b>Vesting Type:</b>           |                  |
| <b>Loan Amount:</b>             | \$71,700                | <b>Mortgage Rate:</b>          |                  |
| <b>Borrower #1:</b>             | Hanson Susan W          | <b>Borrower #2:</b>            | Hanson Verdell C |
| <b>Borrower #3:</b>             |                         | <b>Borrower #4:</b>            |                  |

Comparable Sales Report

Subject Property

| APN                                                                                                   | Property Address                           | Sale Amount: | Year Built | Beds | Baths(F/H) | Stories | Sq. Ft. | Rec. Date  | Dist. |
|-------------------------------------------------------------------------------------------------------|--------------------------------------------|--------------|------------|------|------------|---------|---------|------------|-------|
|  18-117-22-34-0055 | 18665 Highland Ave, Wayzata, MN 55391-3162 | \$505,000    | 1988       | 2    | 2/1        | 1       | 1490    | 07/07/2020 | 0.00  |

Comparable Statistics

|                            | Average   | Low       | High        |
|----------------------------|-----------|-----------|-------------|
| <b>Sale Amount:</b>        | \$877,952 | \$467,041 | \$2,079,000 |
| <b>Loan Amount:</b>        | \$750,439 | \$350,000 | \$1,301,300 |
| <b>Bedrooms:</b>           | 4         | 1         | 8           |
| <b>Bathrooms:</b>          | 3         | 1         | 6           |
| <b>Sq. Ft:</b>             | 1938      | 180       | 4367        |
| <b>Sale \$ / Sq. Ft.*:</b> | \$453     | \$2,595   | \$476       |

\*/Sq. Ft. is a calculation of Sale Price divided by Sq. Ft.

Comparable Sales

| APN                                                                                                   | Property Address                                             | Sale Price  | Year Built | Beds | Baths(F/H) | Stories | Sq. Ft. | Rec. Date  | Dist.   |
|-------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|-------------|------------|------|------------|---------|---------|------------|---------|
|  18-117-22-31-0082 | 18600 Highland Ave, Wayzata, MN 55391-3132 - Hennepin County | \$1,600,000 | 2021       | 4    | 2/1        | 2       | 3370    | 04/18/2025 | 0.06 mi |
|  18-117-22-32-0007 | 18740 Highland Ave, Wayzata, MN 55391-3133 - Hennepin County | \$1,675,000 | 2019       | 5    | 4/1        | 2       | 3041    | 06/18/2024 | 0.06 mi |
|  18-117-22-33-0091 | 3615 James Ave, Wayzata, MN 55391-3139 - Hennepin County     | \$1,380,000 | 1993       | 5    | 3/1        | 2       | 3004    | 08/01/2024 | 0.07 mi |

|   |                   |                                                              |             |      |   |     |     |      |            |         |
|---|-------------------|--------------------------------------------------------------|-------------|------|---|-----|-----|------|------------|---------|
| D | 18-117-22-32-0008 | 18800 Highland Ave, Wayzata, MN 55391-3134 - Hennepin County | \$467,041   | 1940 | 3 | 2/0 | 1   | 1232 | 10/10/2024 | 0.08 mi |
| E | 18-117-22-34-0027 | 18545 Rutledge Rd, Wayzata, MN 55391-3152 - Hennepin County  | \$625,000   | 1951 | 3 | 2/0 | 1.5 | 1230 | 01/16/2025 | 0.14 mi |
| F | 18-117-22-33-0045 | 18945 Easton Rd, Wayzata, MN 55391-3124 - Hennepin County    | \$659,000   | 1958 | 3 | 2/1 | 2   | 220  | 10/23/2024 | 0.17 mi |
| G | 13-117-23-44-0013 | 19100 Easton Rd, Wayzata, MN 55391-3038 - Hennepin County    | \$735,029   | 1938 | 3 | 2/0 | 2   | 2225 | 04/25/2025 | 0.27 mi |
| H | 19-117-22-22-0033 | 18875 Lake Ave, Wayzata, MN 55391-3151 - Hennepin County     | \$760,000   | 1976 | 8 | 2/2 | 2   | 2974 | 03/24/2025 | 0.27 mi |
| I | 18-117-22-34-0052 | 3725 Westview Dr, Wayzata, MN 55391-3248 - Hennepin County   | \$810,000   | 1952 | 4 | 2/0 | 1   | 1706 | 06/26/2024 | 0.28 mi |
| J | 19-117-22-22-0047 | 18905 Lake Ave, Wayzata, MN 55391-3146 - Hennepin County     | \$767,823   | 1992 | 2 | 3/0 | 2   | 1525 | 06/17/2024 | 0.29 mi |
| K | 13-117-23-44-0018 | 19135 Azure Rd, Wayzata, MN 55391-3026 - Hennepin County     | \$525,000   | 1961 | 2 | 2/0 | 1   | 1480 | 08/06/2024 | 0.34 mi |
| L | 24-117-23-11-0047 | 19155 Lake Ave, Wayzata, MN 55391-3065 - Hennepin County     | \$650,000   | 1923 | 2 | 1/0 | 2   | 1488 | 06/21/2024 | 0.39 mi |
| M | 18-117-22-43-0014 | 18065 Berry Ln, Wayzata, MN 55391-3201 - Hennepin County     | \$575,000   | 1968 | 4 | 2/1 | 1   | 1622 | 01/06/2025 | 0.41 mi |
| N | 13-117-23-41-0029 | 3600 Northome Rd, Wayzata, MN 55391-3021 - Hennepin County   | \$2,079,000 | 1978 | 5 | 4/2 | 1   | 4350 | 03/10/2025 | 0.47 mi |
| O | 18-117-22-43-0045 | 17875 Highland Ave, Wayzata, MN 55391-3212 - Hennepin County | \$700,000   | 1986 | 4 | 3/0 | 1   | 288  | 07/25/2024 | 0.48 mi |
| P | 18-117-22-43-0047 | 3625 Laurel Dr, Wayzata, MN 55391-3228 - Hennepin County     | \$560,000   | 1960 | 3 | 2/0 | 1   | 1432 | 11/04/2024 | 0.49 mi |
| Q | 18-117-22-44-0024 | 3623 Therese St, Wayzata, MN 55391-3419 - Hennepin County    | \$499,900   | 1955 | 3 | 1/2 | 1   | 1414 | 06/05/2024 | 0.56 mi |
| R | 19-117-22-12-0031 | 3925 Hillcrest Way, Wayzata, MN 55391-3611 - Hennepin County | \$1,140,000 | 1976 | 5 | 3/1 | 2   | 2738 | 08/07/2024 | 0.57 mi |
| S | 19-117-22-24-0003 | 4052 Heathcote Rd, Wayzata, MN 55391-3641 - Hennepin County  | \$555,000   | 1957 | 3 | 3/0 | 1   | 1768 | 11/19/2024 | 0.58 mi |
| T | 18-117-22-41-0035 | 3542 Lowell St, Wayzata, MN 55391-3412 - Hennepin County     | \$585,000   | 1952 | 3 | 2/0 | 1   | 1310 | 11/19/2024 | 0.64 mi |
| U | 18-117-22-12-0025 | 3175 Maplewood Rd, Wayzata, MN 55391-2643 - Hennepin County  | \$1,859,000 | 1998 | 4 | 4/2 | 2   | 4367 | 08/23/2024 | 0.71 mi |
| V | 19-117-22-13-0022 | 4174 Hillcrest Rd, Wayzata, MN 55391-3610 - Hennepin County  | \$625,000   | 1975 | 4 | 3/0 | 1   | 1580 | 11/13/2024 | 0.71 mi |

|                         |                   |                                                               |           |      |   |     |   |      |            |         |
|-------------------------|-------------------|---------------------------------------------------------------|-----------|------|---|-----|---|------|------------|---------|
| <div><div>W</div></div> | 19-117-22-23-0024 | 19085 Carsonwood Rd, Wayzata, MN 55391-3621 - Hennepin County | \$732,000 | 1984 | 4 | 2/1 | 2 | 180  | 09/04/2024 | 0.74 mi |
| <div><div>X</div></div> | 19-117-22-13-0018 | 4136 Hillcrest Rd, Wayzata, MN 55391-3610 - Hennepin County   | \$650,000 | 1972 | 5 | 2/1 | 1 | 1612 | 03/14/2025 | 0.77 mi |
| <div><div>Y</div></div> | 17-117-22-33-0020 | 17401 Comet Cir, Minnetonka, MN 55345-1010 - Hennepin County  | \$735,000 | 1986 | 5 | 4/2 | 2 | 2294 | 10/21/2024 | 0.88 mi |

Foreclosure Report

The Foreclosure report for this property is currently unavailable. Please contact your First American sales representative for additional information

HOA Contact Report

The HOA Contact report for this property is currently unavailable. Please contact your First American sales representative for additional information.

School Information Report

School District: Minnetonka Public School District

District #: N/A

Number of schools: 3

School Name: Deephaven Elementary School

|                     |                   |          |                                        |
|---------------------|-------------------|----------|----------------------------------------|
| Grade Span:         | Elementary School | Address: | 4452 Vine Hill Road, Wayzata, MN 55391 |
| Number of Teachers: | 43                | Phone #: | (952) 401-6900                         |
| Number of Students: | 658               |          |                                        |

School Name: Minnetonka East Middle School

|                     |               |          |                                                   |
|---------------------|---------------|----------|---------------------------------------------------|
| Grade Span:         | Middle School | Address: | 17000 Lake Street Extension, Minnetonka, MN 55345 |
| Number of Teachers: | 72            | Phone #: | (952) 401-5200                                    |
| Number of Students: | 1279          |          |                                                   |

School Name: Minnetonka Senior High School

|                     |             |          |                                         |
|---------------------|-------------|----------|-----------------------------------------|
| Grade Span:         | High School | Address: | 18301 Minnesota 7, Minnetonka, MN 55345 |
| Number of Teachers: | 187         | Phone #: | (952) 401-5700                          |
| Number of Students: | 3508        |          |                                         |

Private Schools (within 5 Miles)

Grace Lutheran Christian School

|             |          |          |                                          |
|-------------|----------|----------|------------------------------------------|
| Grade Span: | N/A      | Address: | 18360 Minnetonka Blvd, Wayzata, MN 55391 |
| Distance:   | 0.26 mi. | Phone #: | (952) 476-4525                           |

The Deephaven Academy

|             |          |          |                                                 |
|-------------|----------|----------|-------------------------------------------------|
| Grade Span: | N/A      | Address: | 18325 Minnetonka Boulevard, Deephaven, MN 55391 |
| Distance:   | 0.27 mi. | Phone #: | (952) 261-0625                                  |

St. Therese School

|             |          |          |                                               |
|-------------|----------|----------|-----------------------------------------------|
| Grade Span: | N/A      | Address: | 18325 Minnetonka Boulevard, Wayzata, MN 55391 |
| Distance:   | 0.33 mi. | Phone #: | (952) 473-4355                                |

Blake Lower School/highcroft

|             |          |          |                                    |
|-------------|----------|----------|------------------------------------|
| Grade Span: | N/A      | Address: | 301 Peavey Lane, Wayzata, MN 55391 |
| Distance:   | 2.27 mi. | Phone #: | (952) 988-3550                     |

St Bartholomew Catholic School

|                    |          |                 |                                          |
|--------------------|----------|-----------------|------------------------------------------|
| <b>Grade Span:</b> | N/A      | <b>Address:</b> | 630 Wayzata Boulevard, Wayzata, MN 55391 |
| <b>Distance:</b>   | 2.33 mi. | <b>Phone #:</b> | (952) 745-4570                           |

Minnetonka Christian Academy

|                    |          |                 |                                           |
|--------------------|----------|-----------------|-------------------------------------------|
| <b>Grade Span:</b> | N/A      | <b>Address:</b> | 3520 Williston Road, Minnetonka, MN 55345 |
| <b>Distance:</b>   | 2.38 mi. | <b>Phone #:</b> | (952) 935-4497                            |

Academy Of Whole Learning

|                    |          |                 |                                           |
|--------------------|----------|-----------------|-------------------------------------------|
| <b>Grade Span:</b> | N/A      | <b>Address:</b> | 3500 Williston Road, Minnetonka, MN 55345 |
| <b>Distance:</b>   | 2.46 mi. | <b>Phone #:</b> | (952) 737-6921                            |

Redeemer Lutheran School

|                    |          |                 |                                               |
|--------------------|----------|-----------------|-----------------------------------------------|
| <b>Grade Span:</b> | N/A      | <b>Address:</b> | 115 Wayzata Boulevard West, Wayzata, MN 55391 |
| <b>Distance:</b>   | 2.64 mi. | <b>Phone #:</b> | (952) 473-5356                                |

Hill School

|                    |          |                 |                                     |
|--------------------|----------|-----------------|-------------------------------------|
| <b>Grade Span:</b> | N/A      | <b>Address:</b> | 2180 N Shore Drive, Orono, MN 55391 |
| <b>Distance:</b>   | 3.15 mi. | <b>Phone #:</b> | (952) 475-3107                      |

Step By Step Montessori Schools Of Wayzata

|                    |          |                 |                                            |
|--------------------|----------|-----------------|--------------------------------------------|
| <b>Grade Span:</b> | N/A      | <b>Address:</b> | 15300 Wayzata Boulevard, Wayzata, MN 55391 |
| <b>Distance:</b>   | 3.17 mi. | <b>Phone #:</b> | (952) 476-0240                             |

Neighbors Report

18695 Highland Ave, Wayzata, MN 55391-3162 - Hennepin County

|                    |                                    |                            |                   |                     |           |
|--------------------|------------------------------------|----------------------------|-------------------|---------------------|-----------|
| <b>Owner(s):</b>   | Clements Derek R/clements Victoire | <b>APN:</b>                | 18-117-22-33-0094 | <b>Sale Amount:</b> | \$360,000 |
| <b>Sale Date:</b>  | 05/23/2008                         | <b>Beds / Baths (F/H):</b> | 3 / 2 / 1         | <b>Sq. Ft:</b>      | 0         |
| <b>Year Built:</b> | 1985                               | <b>Use Code:</b>           | RESIDENTIAL (NEC) | <b># Units:</b>     |           |
| <b>Lot Size:</b>   | 0.460009                           |                            |                   |                     |           |

18645 Highland Ave, Wayzata, MN 55391-3162 - Hennepin County

|                    |                    |                            |                   |                     |     |
|--------------------|--------------------|----------------------------|-------------------|---------------------|-----|
| <b>Owner(s):</b>   | Lauritsen Nancy Jo | <b>APN:</b>                | 18-117-22-34-0056 | <b>Sale Amount:</b> | \$0 |
| <b>Sale Date:</b>  |                    | <b>Beds / Baths (F/H):</b> | 3 / 1 / 1         | <b>Sq. Ft:</b>      | 0   |
| <b>Year Built:</b> | 1992               | <b>Use Code:</b>           | RESIDENTIAL (NEC) | <b># Units:</b>     |     |
| <b>Lot Size:</b>   | 0.510009           |                            |                   |                     |     |

3625 Virginia Ave, Wayzata, MN 55391-3170 - Hennepin County

|                    |                        |                            |                   |                     |           |
|--------------------|------------------------|----------------------------|-------------------|---------------------|-----------|
| <b>Owner(s):</b>   | Case Gregory/case Anne | <b>APN:</b>                | 18-117-22-34-0057 | <b>Sale Amount:</b> | \$430,000 |
| <b>Sale Date:</b>  | 04/09/2004             | <b>Beds / Baths (F/H):</b> | 3 / 3 / 0         | <b>Sq. Ft:</b>      | 0         |
| <b>Year Built:</b> | 1983                   | <b>Use Code:</b>           | RESIDENTIAL (NEC) | <b># Units:</b>     |           |
| <b>Lot Size:</b>   | 0.460009               |                            |                   |                     |           |

18735 Highland Ave, Wayzata, MN 55391-3100 - Hennepin County

|                    |                |                            |                   |                     |           |
|--------------------|----------------|----------------------------|-------------------|---------------------|-----------|
| <b>Owner(s):</b>   | Grussing Craig | <b>APN:</b>                | 18-117-22-33-0093 | <b>Sale Amount:</b> | \$575,000 |
| <b>Sale Date:</b>  | 08/27/2008     | <b>Beds / Baths (F/H):</b> | 4 / 3 / 1         | <b>Sq. Ft:</b>      | 0         |
| <b>Year Built:</b> | 1988           | <b>Use Code:</b>           | RESIDENTIAL (NEC) | <b># Units:</b>     |           |
| <b>Lot Size:</b>   | 0.510009       |                            |                   |                     |           |

18660 Highland Ave, Wayzata, MN 55391-3132 - Hennepin County

|                    |                                                     |                            |                   |                     |     |
|--------------------|-----------------------------------------------------|----------------------------|-------------------|---------------------|-----|
| <b>Owner(s):</b>   | Anderson Kevin/stephanie E Anderson<br>Living Trust | <b>APN:</b>                | 18-117-22-31-0081 | <b>Sale Amount:</b> | \$0 |
| <b>Sale Date:</b>  |                                                     | <b>Beds / Baths (F/H):</b> | 3 / 1 / 1         | <b>Sq. Ft:</b>      | 0   |
| <b>Year Built:</b> | 1955                                                | <b>Use Code:</b>           | RESIDENTIAL (NEC) | <b># Units:</b>     |     |
| <b>Lot Size:</b>   | 0.460009                                            |                            |                   |                     |     |

**3600 Hamilton Ave, Wayzata, MN 55391-3129 - Hennepin County**

|                    |                                |                            |                   |                     |           |
|--------------------|--------------------------------|----------------------------|-------------------|---------------------|-----------|
| <b>Owner(s):</b>   | Bates Hunter P/bates Shannon M | <b>APN:</b>                | 18-117-22-34-0018 | <b>Sale Amount:</b> | \$600,000 |
| <b>Sale Date:</b>  | 03/06/2020                     | <b>Beds / Baths (F/H):</b> | 4 / 2 / 0         | <b>Sq. Ft:</b>      | 0         |
| <b>Year Built:</b> | 1953                           | <b>Use Code:</b>           | RESIDENTIAL (NEC) | <b># Units:</b>     |           |
| <b>Lot Size:</b>   | 0.530005                       |                            |                   |                     |           |

**18710 Highland Ave, Wayzata, MN 55391-3133 - Hennepin County**

|                    |                             |                            |                   |                     |           |
|--------------------|-----------------------------|----------------------------|-------------------|---------------------|-----------|
| <b>Owner(s):</b>   | Kranz Jackson/kranz Micaela | <b>APN:</b>                | 18-117-22-32-0006 | <b>Sale Amount:</b> | \$626,000 |
| <b>Sale Date:</b>  | 04/25/2024                  | <b>Beds / Baths (F/H):</b> | 4 / 2 / 0         | <b>Sq. Ft:</b>      | 0         |
| <b>Year Built:</b> | 1962                        | <b>Use Code:</b>           | RESIDENTIAL (NEC) | <b># Units:</b>     |           |
| <b>Lot Size:</b>   | 0.310009                    |                            |                   |                     |           |

**3630 Virginia Ave, Wayzata, MN 55391-3169 - Hennepin County**

|                    |                                                   |                            |                   |                     |           |
|--------------------|---------------------------------------------------|----------------------------|-------------------|---------------------|-----------|
| <b>Owner(s):</b>   | Kathleen H Swenson Revocable<br>T/swenson Peter G | <b>APN:</b>                | 18-117-22-33-0088 | <b>Sale Amount:</b> | \$750,000 |
| <b>Sale Date:</b>  | 11/03/2009                                        | <b>Beds / Baths (F/H):</b> | 6 / 4 / 1         | <b>Sq. Ft:</b>      | 0         |
| <b>Year Built:</b> | 1910                                              | <b>Use Code:</b>           | RESIDENTIAL (NEC) | <b># Units:</b>     |           |
| <b>Lot Size:</b>   | 1.139991                                          |                            |                   |                     |           |

**18640 Highland Ave, Wayzata, MN 55391-3132 - Hennepin County**

|                    |                                              |                            |                   |                     |     |
|--------------------|----------------------------------------------|----------------------------|-------------------|---------------------|-----|
| <b>Owner(s):</b>   | Wostrel-glatch Candace M/glatch Matthew<br>T | <b>APN:</b>                | 18-117-22-31-0083 | <b>Sale Amount:</b> | \$0 |
| <b>Sale Date:</b>  |                                              | <b>Beds / Baths (F/H):</b> | 3 / 1 / 2         | <b>Sq. Ft:</b>      | 0   |
| <b>Year Built:</b> | 1951                                         | <b>Use Code:</b>           | RESIDENTIAL (NEC) | <b># Units:</b>     |     |
| <b>Lot Size:</b>   | 0.460009                                     |                            |                   |                     |     |

**3610 Hamilton Ave, Wayzata, MN 55391-3129 - Hennepin County**

|                    |                                 |                            |                   |                     |     |
|--------------------|---------------------------------|----------------------------|-------------------|---------------------|-----|
| <b>Owner(s):</b>   | Severson Robert/severson Judith | <b>APN:</b>                | 18-117-22-34-0060 | <b>Sale Amount:</b> | \$0 |
| <b>Sale Date:</b>  |                                 | <b>Beds / Baths (F/H):</b> | 4 / 3 / 0         | <b>Sq. Ft:</b>      | 0   |
| <b>Year Built:</b> | 1951                            | <b>Use Code:</b>           | RESIDENTIAL (NEC) | <b># Units:</b>     |     |
| <b>Lot Size:</b>   | 0.610009                        |                            |                   |                     |     |

**3635 Virginia Ave, Wayzata, MN 55391-3170 - Hennepin County**

|                    |                                         |                            |                   |                     |           |
|--------------------|-----------------------------------------|----------------------------|-------------------|---------------------|-----------|
| <b>Owner(s):</b>   | Diebel Jeffrey P/diebel Lisa S Richards | <b>APN:</b>                | 18-117-22-34-0058 | <b>Sale Amount:</b> | \$685,000 |
| <b>Sale Date:</b>  | 05/31/2006                              | <b>Beds / Baths (F/H):</b> | 5 / 4 / 1         | <b>Sq. Ft:</b>      | 0         |
| <b>Year Built:</b> | 1978                                    | <b>Use Code:</b>           | RESIDENTIAL (NEC) | <b># Units:</b>     |           |
| <b>Lot Size:</b>   | 0.539991                                |                            |                   |                     |           |

**18600 Highland Ave, Wayzata, MN 55391-3132 - Hennepin County**

|                    |                                 |                            |                   |                     |             |
|--------------------|---------------------------------|----------------------------|-------------------|---------------------|-------------|
| <b>Owner(s):</b>   | Porter Christopher/porter Sarah | <b>APN:</b>                | 18-117-22-31-0082 | <b>Sale Amount:</b> | \$1,600,000 |
| <b>Sale Date:</b>  | 04/15/2025                      | <b>Beds / Baths (F/H):</b> | 4 / 2 / 1         | <b>Sq. Ft:</b>      | 0           |
| <b>Year Built:</b> | 2021                            | <b>Use Code:</b>           | RESIDENTIAL (NEC) | <b># Units:</b>     |             |
| <b>Lot Size:</b>   | 0.460009                        |                            |                   |                     |             |

**18740 Highland Ave, Wayzata, MN 55391-3133 - Hennepin County**

|                    |                            |                            |                   |                     |             |
|--------------------|----------------------------|----------------------------|-------------------|---------------------|-------------|
| <b>Owner(s):</b>   | Reese Brian/reese Tamara J | <b>APN:</b>                | 18-117-22-32-0007 | <b>Sale Amount:</b> | \$1,675,000 |
| <b>Sale Date:</b>  | 06/10/2024                 | <b>Beds / Baths (F/H):</b> | 5 / 4 / 1         | <b>Sq. Ft:</b>      | 0           |
| <b>Year Built:</b> | 2019                       | <b>Use Code:</b>           | RESIDENTIAL (NEC) | <b># Units:</b>     |             |
| <b>Lot Size:</b>   | 0.469995                   |                            |                   |                     |             |

**18540 Highland Ave, Wayzata, MN 55391-3249 - Hennepin County**

|                    |                  |                            |                   |                     |           |
|--------------------|------------------|----------------------------|-------------------|---------------------|-----------|
| <b>Owner(s):</b>   | Pouliot Joseph T | <b>APN:</b>                | 18-117-22-31-0050 | <b>Sale Amount:</b> | \$440,000 |
| <b>Sale Date:</b>  | 06/02/2021       | <b>Beds / Baths (F/H):</b> | 3 / 1 / 1         | <b>Sq. Ft:</b>      | 0         |
| <b>Year Built:</b> | 1957             | <b>Use Code:</b>           | RESIDENTIAL (NEC) | <b># Units:</b>     |           |
| <b>Lot Size:</b>   | 0.239991         |                            |                   |                     |           |

**3615 James Ave, Wayzata, MN 55391-3139 - Hennepin County**

|                    |                               |                            |                   |                     |             |
|--------------------|-------------------------------|----------------------------|-------------------|---------------------|-------------|
| <b>Owner(s):</b>   | Zimmerman Peter/perkins Jenna | <b>APN:</b>                | 18-117-22-33-0091 | <b>Sale Amount:</b> | \$1,380,000 |
| <b>Sale Date:</b>  | 07/23/2024                    | <b>Beds / Baths (F/H):</b> | 5 / 3 / 1         | <b>Sq. Ft:</b>      | 0           |
| <b>Year Built:</b> | 1993                          | <b>Use Code:</b>           | RESIDENTIAL (NEC) | <b># Units:</b>     |             |
| <b>Lot Size:</b>   | 0.460009                      |                            |                   |                     |             |

**3605 James Ave, Wayzata, MN 55391-3139 - Hennepin County**

|                    |                            |                            |                   |                     |             |
|--------------------|----------------------------|----------------------------|-------------------|---------------------|-------------|
| <b>Owner(s):</b>   | Nelson Patrick/mohs Mary K | <b>APN:</b>                | 18-117-22-33-0092 | <b>Sale Amount:</b> | \$1,475,000 |
| <b>Sale Date:</b>  | 12/06/2023                 | <b>Beds / Baths (F/H):</b> | 10 / 4 / 1        | <b>Sq. Ft:</b>      | 0           |
| <b>Year Built:</b> | 1993                       | <b>Use Code:</b>           | RESIDENTIAL (NEC) | <b># Units:</b>     |             |
| <b>Lot Size:</b>   | 0.519995                   |                            |                   |                     |             |

**3625 James Ave, Wayzata, MN 55391-3139 - Hennepin County**

|                    |                                |                            |                   |                     |           |
|--------------------|--------------------------------|----------------------------|-------------------|---------------------|-----------|
| <b>Owner(s):</b>   | Trebil Jessica J/trebil Ryan M | <b>APN:</b>                | 18-117-22-33-0090 | <b>Sale Amount:</b> | \$614,000 |
| <b>Sale Date:</b>  | 07/23/2015                     | <b>Beds / Baths (F/H):</b> | 4 / 3 / 1         | <b>Sq. Ft:</b>      | 0         |
| <b>Year Built:</b> | 1978                           | <b>Use Code:</b>           | RESIDENTIAL (NEC) | <b># Units:</b>     |           |
| <b>Lot Size:</b>   | 0.460009                       |                            |                   |                     |           |

**3620 Hamilton Ave, Wayzata, MN 55391-3129 - Hennepin County**

|                    |                                         |                            |                   |                     |     |
|--------------------|-----------------------------------------|----------------------------|-------------------|---------------------|-----|
| <b>Owner(s):</b>   | Bryce & Carol Baker Trust/baker Bryce A | <b>APN:</b>                | 18-117-22-34-0061 | <b>Sale Amount:</b> | \$0 |
| <b>Sale Date:</b>  |                                         | <b>Beds / Baths (F/H):</b> | 4 / 2 / 1         | <b>Sq. Ft:</b>      | 0   |
| <b>Year Built:</b> | 1973                                    | <b>Use Code:</b>           | RESIDENTIAL (NEC) | <b># Units:</b>     |     |
| <b>Lot Size:</b>   | 0.460009                                |                            |                   |                     |     |

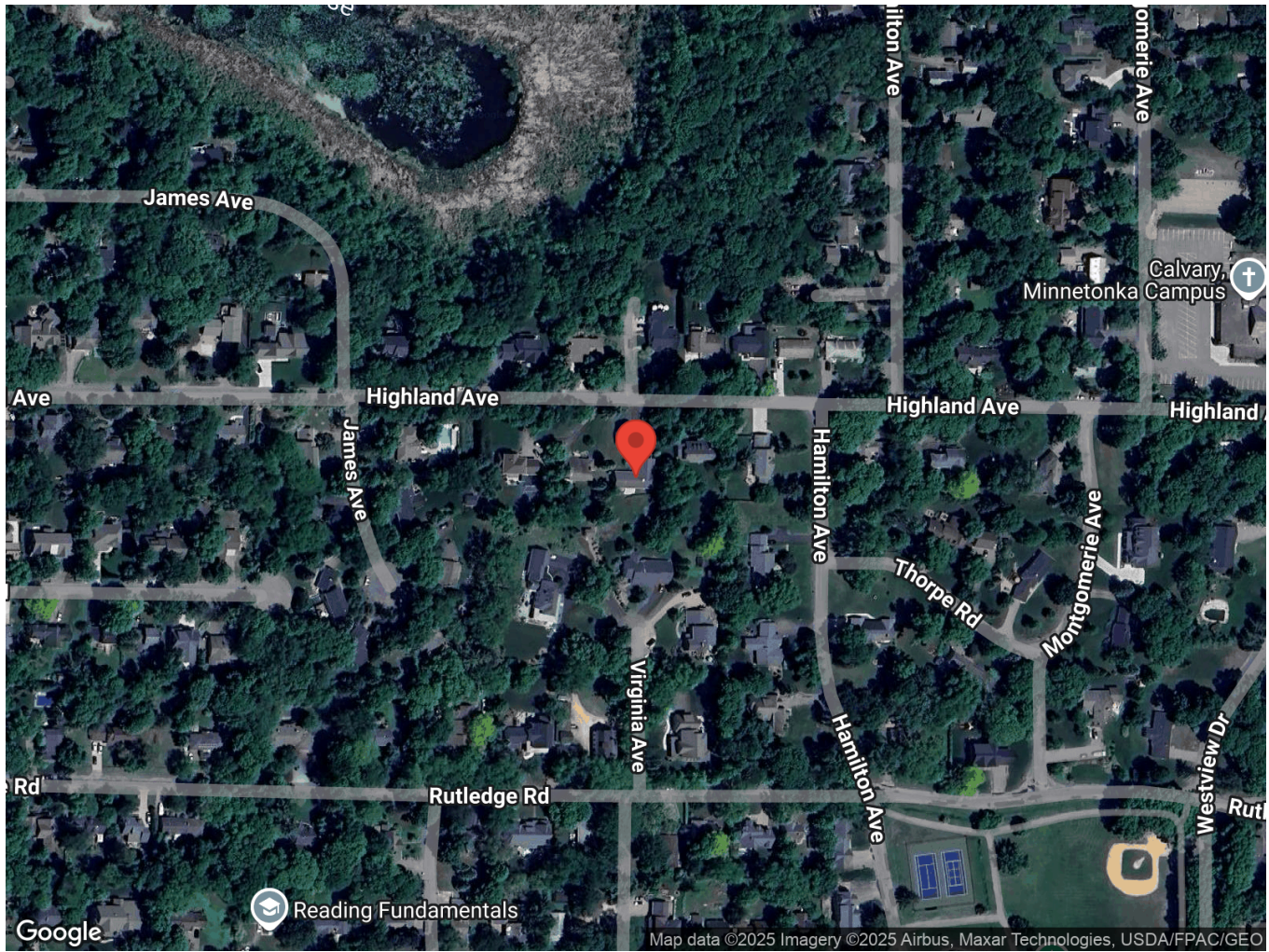
**18800 Highland Ave, Wayzata, MN 55391-3134 - Hennepin County**

|                    |                           |                            |                   |                     |           |
|--------------------|---------------------------|----------------------------|-------------------|---------------------|-----------|
| <b>Owner(s):</b>   | Tlf Property Holdings Llc | <b>APN:</b>                | 18-117-22-32-0008 | <b>Sale Amount:</b> | \$467,041 |
| <b>Sale Date:</b>  | 09/25/2024                | <b>Beds / Baths (F/H):</b> | 3 / 2 / 0         | <b>Sq. Ft:</b>      | 0         |
| <b>Year Built:</b> | 1940                      | <b>Use Code:</b>           | RESIDENTIAL (NEC) | <b># Units:</b>     |           |
| <b>Lot Size:</b>   | 0.310009                  |                            |                   |                     |           |

**3605 Hamilton Ave, Wayzata, MN 55391-3128 - Hennepin County**

|                    |                            |                            |                   |                     |           |
|--------------------|----------------------------|----------------------------|-------------------|---------------------|-----------|
| <b>Owner(s):</b>   | Lundell Brent/lundell Cari | <b>APN:</b>                | 18-117-22-34-0015 | <b>Sale Amount:</b> | \$255,000 |
| <b>Sale Date:</b>  | 05/22/2012                 | <b>Beds / Baths (F/H):</b> | 3 / 2 / 0         | <b>Sq. Ft:</b>      | 0         |
| <b>Year Built:</b> | 1949                       | <b>Use Code:</b>           | RESIDENTIAL (NEC) | <b># Units:</b>     |           |
| <b>Lot Size:</b>   | 0.589991                   |                            |                   |                     |           |

**Street Map Report**



**Tax Map**

The Tax Map report for this property is currently unavailable. Please contact your First American sales representative for additional information.

**Assessor Index Map**

The Assessor Index Map report for this property is currently unavailable. Please contact your First American sales representative for additional information.

Doc No **A9610552**Certified filed and/or recorded on  
1/10/11 12:00 PMOffice of the County Recorder  
Hennepin County, Minnesota

Michael H. Cunniff, County Recorder

Jill L. Alverson, County Auditor and Treasurer

Deputy 52

Pkg ID 683598

**Doc Name: Mortgage**

|                                           |                 |
|-------------------------------------------|-----------------|
| Document Recording Fee                    | \$46.00         |
| Mortgage Registration Tax<br>(.0023 rate) | \$477.02        |
| Conservation Fee                          | \$5.00          |
| Environmental (MRT)<br>Response Fund      | \$20.74         |
| <b>Document Total</b>                     | <b>\$548.76</b> |

3

**~~Rel's Title - Box 719~~**

[Space Above This Line For Recording Data]

**MORTGAGE**

Return To:

**WFHM FINAL DOCS X2599-024****405 SW 5TH STREET****DES MOINES, IA 50309-4600**

# 1019973  
RETURN DOCUMENTS TO:  
Rel's Title  
2350 University Ave W #135N  
St. Paul, MN 55114

**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **DECEMBER 22, 2010**, together with all Riders to this document.

**0312602402****MINNESOTA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT****Form 3024 1/01****NMFL 3024C (MNCM) Rev 1/2009****-6(MN) (0811)**

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Initials:

WCH  
SWH

VMP Mortgage Solutions, Inc.

**DEC 30 2010**

(B) "Borrower" is Verdell C. Hanson and Susan Way Hanson, Trustees of the  
Verdell C. Hanson and Susan Way Hanson Trust Agreement dated  
November 1, 2004

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **WELLS FARGO BANK, N.A.**

Lender is a **NATIONAL ASSOCIATION**  
organized and existing under the laws of **THE UNITED STATES**  
Lender's address is **P.O. BOX 11701, NEWARK, NJ 071014701**

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **DECEMBER 22, 2010**  
The Note states that Borrower owes Lender **TWO HUNDRED SEVEN THOUSAND FOUR HUNDRED AND 00/100** Dollars

(U.S. \$\*\*\*\*207,400.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **JANUARY 01, 2041**

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

|                                                |                                                         |                                                                           |
|------------------------------------------------|---------------------------------------------------------|---------------------------------------------------------------------------|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider                                |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider                                 |
| <input type="checkbox"/> VA Rider              | <input type="checkbox"/> Biweekly Payment Rider         | <input checked="" type="checkbox"/> Other(s) [specify] <b>Trust Rider</b> |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

MINNESOTA Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
-6(MN) (0611)

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Initials:

Form 3024 1/01

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**(L) "Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

**(M) "Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

**(N) "Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

**(O) "RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

**(P) "Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in the **COUNTY** [Type of Recording Jurisdiction]

of **HENNEPIN**

[Name of Recording Jurisdiction] :

**SEE ATTACHED**

Parcel ID Number: **18 117 22 34 0055**

**18665 HIGHLAND AVE**

**DEEPAVEN**

("Property Address"):

which currently has the address of

[Street]

[City], Minnesota **55391**

[Zip Code]

MINNESOTA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

 **-6(MN)** (0811)

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Initials:

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*JWH*

Form 3024 1/01

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.**

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.



Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

*[Handwritten initials]*  
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Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's

*[Handwritten initials: JCH and SWA]*

knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.**

If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and

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Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless

Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal

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owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument at the time such documents are executed or within a reasonable time thereafter.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security

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Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower by certified mail to the address of the Property or another address designated by Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall cause a copy of a notice of sale to be served upon any person in possession of the Property. Lender shall publish a notice of sale, and the Property shall be sold at public auction in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

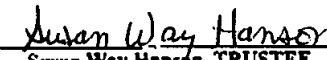
**25. Interest on Advances.** The interest rate on advances made by Lender under this Security Instrument shall not exceed the maximum rate allowed by Applicable Law.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

  
 Verdel C. Hanson, TRUSTEE,  
 OF THE Verdel C. Hanson and Susan Way  
 Hanson TRUST,  
 UNDER TRUST INSTRUMENT  
 DATED 11/01/2004  
 FOR THE BENEFIT OF  
 Verdel C. Hanson, BORROWER(S)

 (Seal)  
 Susan Way Hanson, TRUSTEE,  
 OF THE Verdel C. Hanson and Susan Way  
 Hanson TRUST,  
 UNDER TRUST INSTRUMENT  
 DATED 11/01/2004  
 FOR THE BENEFIT OF  
 Susan Way Hanson, BORROWER(S)

\_\_\_\_\_  
 \_\_\_\_\_ (Seal)  
 -Borrower

\_\_\_\_\_  
 \_\_\_\_\_ (Seal)  
 -Borrower

\_\_\_\_\_  
 \_\_\_\_\_ (Seal)  
 -Borrower

\_\_\_\_\_  
 \_\_\_\_\_ (Seal)  
 -Borrower

STATE OF ~~MINNESOTA~~, ARIZONA, MARICOPA

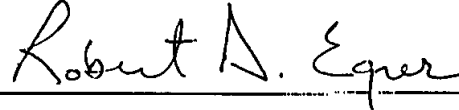
County ss:

On this 22 day of DECEMBER  
Verdell C. Hanson and Susan Way Hanson, Trustees of the

, before me appeared

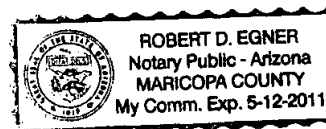
Verdell C. Hanson and Susan Way Hanson Trust Agreement dated

November 1, 2004

to me personally known to be the person(s) described in and who executed the foregoing instrument and  
acknowledged that he/she/they executed the same as his/her/their free act and deed.

Notary Public

My Commission Expires: 5-12-2011

This instrument was drafted by:  
WELLS FARGO BANK, N.A.

2701 WELLS FARGO WAY, X9901-11W, MINNEAPOLIS, MN 554670000

Tax statements for the real property described in this instrument should be sent to:  
WELLS FARGO HOME MORTGAGE  
P.O. BOX 11701, NEWARK, NJ 071014701MINNESOTA Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
VMP-8(MN) (0811)

Page 15 of 15

Initials:



Form 3024 1/01

## INTER VIVOS REVOCABLE TRUST RIDER

### DEFINITIONS USED IN THIS RIDER.

(A) "Revocable Trust." The Verdel C. Hanson and Susan Way Hanson Trust created under trust instrument dated 11/01/2004, for the benefit of Verdel C Hanson AND Susan Way Hanson

(B) "Revocable Trust Trustee(s)." Verdel C Hanson AND Susan Way Hanson trustee(s) of the Revocable Trust.

(C) "Revocable Trust Settlor(s)." Verdel C Hanson AND Susan Way Hanson settlors(s) of the Revocable Trust signing below.

(D) "Lender." WELLS FARGO BANK, N.A.

(E) "Security Instrument." The Deed of Trust, Mortgage, or Security Deed and any riders thereto of the same date as this Rider given to secure the Note to Lender of the same date made by the Revocable Trust, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s) and any other natural persons signing such Note and covering the Property (as defined below).

(F) "Property." The property described in the Security Instrument and located at : 18665 HIGHLAND AVE, DEEPHAVEN, MN, 55391

[Property Address]

**THIS INTER VIVOS REVOCABLE TRUST RIDER** is made this 20 day of December, 2010, and is incorporated into and shall be deemed to amend and supplement this Security Instrument.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), and the Revocable Trust Settlor(s) and the Lender further covenant and agree as follows:

#### A. INTER VIVOS REVOCABLE TRUST

##### 1. CERTIFICATION AND WARRANTIES OF REVOCABLE TRUST TRUSTEE(S).

The Revocable Trust Trustee(s) certify to Lender that the Revocable Trust is an inter vivos revocable trust for which the Revocable Trust Trustee(s) are holding full title to the Property as trustee(s).

### MULTISTATE INTER VIVOS REVOCABLE TRUST RIDER

-372R (9912)

12/09

Page 1 of 3

Initials:

VMP MORTGAGE FORMS - (800)521-7291

*SWH*

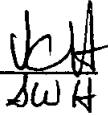
The Revocable Trust Trustee(s) warrants to Lender that (i) the Revocable Trust is validly created under the laws of the state of CALIFORNIA; (ii) the trust instrument creating the Revocable Trust is in full force and effect and there are no amendments or other modifications to the trust instrument affecting the revocability of the Revocable Trust; (iii) the Property is located in the State of CALIFORNIA (iv) the Revocable Trust Trustee(s) have full power and authority as trustee(s) under the trust instrument creating the Revocable Trust and under applicable law to execute the Security Instrument, including this Rider; (v) the Revocable Trust Trustee(s) have executed the Security Instrument, including this Rider, on behalf of the Revocable Trust; (vi) the Revocable Trust Settlor(s) have executed the Security Instrument, including this Rider, acknowledging all of the terms and conditions contained therein and agreeing to be bound thereby; (vii) only the Revocable Trust Settlor(s) and the Revocable Trust Trustee(s) may hold any power of direction over the Revocable Trust; (viii) only the Revocable Trust Settlor(s) hold the power to direct the Trustee(s) in the management of the Property; (ix) only the Revocable Trust Settlor(s) hold the power of revocation over the Revocable Trust; and (x) the Revocable Trust Trustee(s) have not been notified of the existence or assertion of any lien, encumbrance or claim against any beneficial interest in, or transfer of all or any portion of any beneficial interest in or powers of direction over the Revocable Trust Trustee(s) or Revocable Trust, as the case may be, or power of revocation over the Revocable Trust.

**2. NOTICE OF CHANGES TO REVOCABLE TRUST AND TRANSFER OF POWERS OVER REVOCABLE TRUST TRUSTEE(S) OR REVOCABLE TRUST OR BOTH; NOTICE OF CHANGE OF REVOCABLE TRUST TRUSTEE(S); NOTICE OF CHANGE OF OCCUPANCY OF THE PROPERTY; NOTICE OF TRANSFER OF BENEFICIAL INTEREST IN REVOCABLE TRUST.**

The Revocable Trust Trustee(s) shall provide timely notice to Lender promptly upon Notice or knowledge of any revocation or termination of the Revocable Trust, or of any change in the holders of the powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or of any change in the holders of the power of revocation over the Revocable Trust, or both, or of any change in the occupancy of the Property, or of any sale, transfer, assignment or other disposition (whether by operation of law or otherwise) of any beneficial interest in the Revocable Trust.

**B. ADDITIONAL BORROWER(S).**

The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s), jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein or by acknowledging all of the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of "Borrower" and shall be enforceable by Lender as if such party were named as "Borrower" in the Security Instrument.

Initials: 



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Page 2 of 3

**C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN THE REVOCABLE TRUST.**

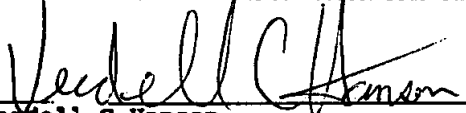
Uniform Covenant 18 of the Security Instrument is amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Revocable Trust.**

If, without Lender's prior written consent, (i) all or any part of the Property or an interest in the Property is sold or transferred or (ii) there is a sale, transfer, assignment, or other disposition of any beneficial interest in the Revocable Trust, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

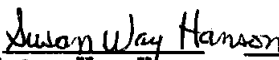
BY SIGNING BELOW, the Revocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Inter Vivos Revocable Trust Rider.

  
**Verdel C. Hanson**  
 Trustee of the **Verdel C. Hanson and**  
**Susan Way Hanson**

Trust under trust instrument dated  
**11/01/2004**

\_\_\_\_\_, for the  
 benefit of **Verdel C. Hanson**

\_\_\_\_\_  
 -Borrower

  
**Susan Way Hanson**  
 Trustee of the **Verdel C. Hanson and**  
**Susan Way Hanson**

Trust under trust instrument dated  
**11/01/2004**

\_\_\_\_\_, for the  
 benefit of **Susan Way Hanson**

\_\_\_\_\_  
 -Borrower



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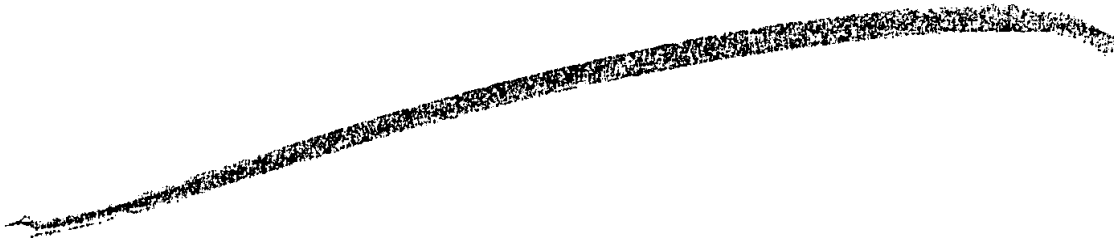
Page 3 of 3

## LEGAL DESCRIPTION

Product Request # **0312602402**

Lot 17, Block 1, Boyer's Deephaven Farm, Hennepin County, Minnesota.

Property Address: **18665 Highland Avenue, Deephaven, MN 55391**



C.V. filed ☒ C.V. not req. ☐

No delinquent taxes

Transfer Entered

Jul 7, 2020 11:37 AM

Hennepin County, Minnesota  
Mark Chapin  
County Auditor and Treasurer

Doc No **A10808226**

Certified, filed and/or recorded on  
Jul 7, 2020 11:37 AM

Office of the County Recorder  
Hennepin County, Minnesota  
Martin McCormick, County Recorder  
Mark Chapin, County Auditor and Treasurer

Deputy 6

Pkg ID 2020358E

CRV# 1114170

|                                         |                   |
|-----------------------------------------|-------------------|
| Conservation Fee                        | \$5.00            |
| Document Recording Fee                  | \$46.00           |
| Environmental Response Fund (SDT .0001) | \$50.50           |
| State Deed Tax (.0033 rate)             | \$1,666.50        |
| <b>Document Total</b>                   | <b>\$1,768.00</b> |

**PID(s)**

18-117-22-34-0055

This cover sheet is now a permanent part of the recorded document.

(Top 3 inches reserved for recording data)

**TRUSTEE'S DEED  
by Individual Trustee****Minnesota Uniform Conveyancing Blanks  
Form 10.4.1 (2016)**eCRV number: 1114170DEED TAX DUE: \$ 1717.00DATE: 6/29/2020  
(month/day/year)

FOR VALUABLE CONSIDERATION, **Verdell C. Hanson and Susan Way Hanson**, as Trustees of the **Verdell C. Hanson and Susan Way Hanson Trust Agreement dated November 1, 2004 ("Grantor")**,

hereby convey and warrant to **18665 Highland LLC ("Grantee")**, as

(Check only one box.) ☐ tenants in common,  
☐ joint tenants,

(If more than one Grantee is named above and either no box is checked or both boxes are checked,  
this conveyance is made to the named Grantees as tenants in common.)

real property in Hennepin County, Minnesota, legally described as follows:

*See Exhibit "A" Attached Hereto and Made a Part Hereof.*

*Check here if all or part of the described real property is Registered (Torrens)* ☐

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

*Check applicable box:*

- ☐ The Seller certifies that the Seller does not know of any wells on the described property.
- ☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: \_\_\_\_\_.)
- ☒ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

the Verdell C. Hanson and Susan Way Hanson Trust Agreement dated November 1, 2004

By: Verdell C. Hanson  
Verdell C. Hanson, Trustee

By: Susan Way Hanson  
Susan Way Hanson, Trustee

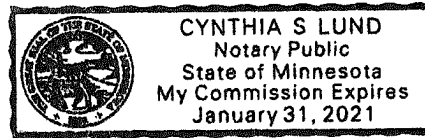
STATE OF MINNESOTA, COUNTY OF HENNEPIN

This instrument was acknowledged before me on 29th day of June, 2020, by Verdell C. Hanson and Susan Way Hanson, Trustees of the Verdell C. Hanson and Susan Way Hanson Trust Agreement dated November 1, 2004.

Signature of notarial officer

Title and Rank

My Commission Expires:



THIS INSTRUMENT WAS DRAFTED BY:  
Watermark Title Agency  
1300 Babcock Boulevard  
Suite 201  
Delano, MN 55328

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN  
THIS INSTRUMENT SHOULD BE SENT TO:  
18665 Highland LLC  
3630 Virginia Avenue  
Deephaven, MN 55391

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Lot 17, Block 1, Boyer's Deephaven Farm, Hennepin County, Minnesota.

Abstract Property

**IMPORTANT – READ CAREFULLY:** THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. This report is for the exclusive use of the IgniteRE user who obtained it from the First American IgniteRE website: [ignite.firstam.com](https://ignite.firstam.com). No one else can use or rely on this report. This report is subject to the terms and conditions of the FirstAm IgniteRE End User License Agreement agreed to by the IgniteRE user who obtained the report, available here: [properties.ignite.firstam.com/showeula](https://properties.ignite.firstam.com/showeula). ©2005-2025 First American Financial Corporation and/or its affiliates. All rights reserved.